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The Solicitors' Journal

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EXTERNAL EXAMINERSHIPS, 1933.

The Senate announce the following vacant External Examinerships for all Examinations above Matriculation for the year 1933. Except when otherwise stated, Examiners will act in all Examinations in which the subject is included.

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Application Form (or Forms if more than one Examinership is applied for) and particulars of the remuneration and duties can be obtained from the External Registrar.

Candidates must send in their names to the External Registrar, Geo. F. Goodchild, M.A., B.Sc., with any attestation of their qualifications they may think desirable on or before Monday, 4th July, 1932. (Envelopes should be marked "Examinerships.")

The Senate desire that no application of any kind be made to individual members.

If testimonials are submitted, one copy only of each is required. In no case should original testimonials be submitted. If more than one Examinership is applied for a separate and complete application must be forwarded in respect of each Examinership. The appointments will be made by the Senate in November. Applicants who desire that the result should be communicated to them are requested to enclose a stamped and addressed envelope with their applications.

EDWIN DELLER,
Principal.

University of London.
South Kensington, S.W.7.
June, 1932.

THE LAW SOCIETY.

NOTICE.

The Annual General Meeting of the Members of The Law Society will be held in the Hall of the Society on Friday, the 8th day of July, at 2 p.m.

The following are the names of the Members of the Council retiring by rotation:—

Mr. Colclough
Mr. H. M. Foster
Mr. Garrett
Mr. Gillett
Mr. Holme
Mr. Ingledew
Mr. Longmore
Mr. Martineau
Mr. Mortimer
Mr. Woodhouse.

So far as is known they will be nominated for re-election. There are two other vacancies caused by the resignation of Sir Arthur Copson Peake, and by the death of Dr. Charles Mackintosh.

By Order.
E. R. COOK,
Secretary.

Law Society's Hall.
1st June, 1932.

COUNTY BOROUGH OF MIDDLESBROUGH.

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The Solicitors' Journal

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Current Topics.

Jeremy Bentham.

AMONG THE many anniversaries that fall to be observed this year as being of interest to members of the legal profession, that of JEREMY BENTHAM, whose death occurred a hundred years ago on 6th June, 1832, claims a notice in these columns, for, although the works of the great legal philosopher, running, as they do, into eleven large closely printed volumes, are rarely disturbed on their shelves, they had an immense influence in their day. As the late Mr. Justice STEPHEN said, referring, of course, more particularly to the writings which touch directly on legal matters, his books were like exploded shells, buried under the ruins they had made. His first notable work, the "Fragment on Government," contained a merciless criticism of BLACKSTONE, whose lectures at Oxford the young BENTHAM had attended, the air of complacent optimism pervading all BLACKSTONE'S writings moving the critic to indignant remonstrance and rebuke. No one will gainsay the fact that there are numerous defects in the famous Commentaries, but, despite the adverse comments of BENTHAM, they were the first book on English law that could be read with pleasure and that was saying a good deal. Curiously enough, the fame of BENTHAM as a legal philosopher was long much more pronounced on the Continent than in his own country, but, after all, this is no new phenomenon, for is it not still true that the prophet is not without honour save in his own country? In his entrancing book, "The Bible in Spain," GEORGE BORROW tells us of his meeting a magistrate in a remote corner of the Peninsula who entertained a profound admiration for the genius of BENTHAM, whom he would persist in referring to as "the Grand BAINTHAM who has made laws for all the world." How fruitful a writer BENTHAM was comes out strikingly in a conversation that Sir JOHN BOWRING, the editor of his works, had on one occasion with TALLEYRAND. BOWRING said to the famous Frenchman that of all modern writers BENTHAM was the one from whom most had been stolen without acknowledgment. "True," replied TALLEYRAND, "*et pillé de tout le monde il est toujours riche.*"

Stamp Duty on Deeds securing periodical Payments.

A CASE which will be of some interest to solicitors is *Hennell* v. *Commissioners of Inland Revenue*, a report of which appears on p. 397 of this issue. A father by deed covenanted to pay to his son during their joint lives the sum of £21 13s. 4d. on the first day of every calendar month. It was admitted that the deed was chargeable with stamp duty under the head of charge in the first schedule to the Stamp Act, 1891, "Bond, covenant or instrument of any kind whatsoever," and that the payment was for an indefinite period. The Commissioners, however, claimed that the payment secured by the deed was an annuity of £260 payable by monthly instalments, and assessed the document accordingly. The parties contended that the deed was not a security for an annuity, but for a "sum or sums of money at stated periods," and that the assessment should have been two shillings and sixpence for every £5 or part of £5 of the "sum periodically payable," namely, the monthly sum. Upon a case stated, ROWLATT, J., held that the court was bound by the decisions in *Clifford* v. *Commissioners of Inland Revenue* [1896] 2 Q.B. 187 and *Jackson* v. *Commissioners of Inland Revenue*, 87 L.T.R. 269, to hold that the deed was not a security for an annuity but for a monthly sum and that the duty must be assessed upon that sum, and he directed the repayment of the amount which had been overpaid. It is difficult to see at what other decision the learned judge could have arrived, but we believe that in a number of similar cases the officials at Somerset House have required payment of duty as upon an annuity. It seems now that the Commissioners intend to test the correctness of the decisions referred to by ROWLATT, J. In the meantime it will be noted that there is no justification for an assessment on the basis of an annuity when the periodical sum is made payable at shorter periods than a year, and there is nothing to show that the sum is calculated with reference to a year, as it was in *Lewis & Lewis* v. *Commissioners of Inland Revenue* [1898] 2 Q.B. 290. The decision of ROWLATT, J., confirms the view expressed in successive editions of "Alpe," which has, we believe, always been looked upon unfavourably at Somerset House.

Spare the Rod.

AT SOMEWHAT lengthy intervals cases recur where school teachers, after inflicting some degree of corporal punishment on a pupil whose particular conduct has undoubtedly merited correction, are summoned by the parent for assault. A summons of this description was recently dismissed on the ground, apparently, that the punished child had given grave provocation. The law in this connexion is, of course, abundantly clear, but it may not be without interest to refer to a few of the salient features. The basic principle, so to speak, lies in the delegated right of the school teacher, *in loco parentis*, to administer a reasonable and moderate degree of correction in the form of corporal punishment to an erring child. It is obviously essential in the interests of discipline that that should be so, but the punishment must not, of course, be dictated by any bad motive, such as vindictiveness or spite; it must only be such as the parent of the child might expect the child to receive if it had done wrong. Moreover, the authority or jurisdiction of the teacher over the child is not necessarily limited to the period during which the pupil is on the school premises, but it has been held on more than one occasion that the authority extends to the time when the child is going to or returning from school. That was made indisputably plain in *Cleary* v. *Booth* [1893] 1 Q.B. 465 (37 SOL. J. 270), which was the first case on this point, and the principle laid down there was adopted and applied in the more recent case of *The King* v. *Newport (Salop) Justices: ex parte Wright* [1929] 2 K.B. 416 (73 SOL. J. 384), where a boy pupil, just under sixteen years of age, was caned for smoking in the street after school hours in breach of a school rule expressly prohibiting such conduct. With regard to the

manner of inflicting corporal punishment, in *Gardner* v. *Bygrave* (1889), 53 J.P. 743, a boy received four strokes on the hand with a cane, and the question arose whether such a form of punishment was necessarily attended by risk of serious injury to the hand. Counsel for the boy contended that Board School masters ought to make inquiry into the circumstances of the possible trade or occupation of the boy before caning on the hand. "Such a punishment," he pointed out, "might seriously interfere with his occupation, and the punishment could just as well be inflicted elsewhere." For reply, Mr. Justice MATHEW humorously remarked: "But suppose a sedentary occupation!"

The Ambit of Statutes.

THE SEEKER after the curious in draftsmanship may find a goodly number of instances in the history of legislation. A story is told of an Irish member in the days before the Free State came into being who introduced a Bill providing that certain things should be done on the 1st August of each year, unless that day should fall upon a Sunday, Good Friday or Christmas Day. Better authenticated is the statute referred to by the late Lord BRYCE, dealing with foreshores in Scotland, which, to the astonishment of commoners in the New Forest, seriously affected their rights. More curious still is the incident recalled by the change in the status of Aden, which has just been announced, that is, its detachment from the Bombay presidency and its direct dependence upon the central government of India. By the Indian Succession Act, 1865, the law of intestate and testamentary succession in British India was dealt with, and being applicable throughout India, it applied to, among other persons, the Jews, a very small class, and as Aden was comprised within India it applied equally to the Jews who lived in that dependency. According to the late Sir COURTENAY ILBERT, the Jews in Aden remained in blissful ignorance for twenty years of the fact that they came within the ambit of the Act, till, in fact, a case arose involving a question of succession among them. Greatly to their amazement they found that their rights were governed by a statute of which they had never heard, and which was contrary to their own old law. On inquiry being made what that law was, reference was made to a passage in the "Book of Numbers," containing what Sir COURTENAY called the ruling in *Zelophehad's Case*—"Numbers," chap. xxvii, 1-12—where the rule of succession to be observed when an Israelite dies leaving daughters but no son is laid down. The Jews of the Yemen, who had been under this law for some thousands of years, desired to remain under it, and they applied to the Government of India to exempt them from the operation of the Indian Succession Act; and eventually they were allowed to revert from the statute to the Pentateuch. Obviously the draftsman had failed to realise this ambit of the Act he had drawn, hence the trouble.

Pedestrians and Motor Traffic.

THE BILL introduced by Lord DANESFORT into the House of Lords to amend the Road Traffic Acts embodies the principle, laid down in *Rylands* v. *Fletcher*, that a person bringing on to his own land or on to the highway an animal or thing which is dangerous, or likely to cause injury if it escapes or gets out of control, is liable for the consequences apart from negligence on his part. We believe that this principle is substantially the law in France, Germany, Austria, Holland and other European countries, and that in Switzerland a change in the same direction is now under consideration. The law in that respect would then be co-ordinated with aviation law, which provides that where any damage is done to persons or property by aviators whilst flying there shall be a right of compensation for the injury without the necessity for proving negligence against the aviator. The Bill if passed would apparently necessitate a revision of motor insurance policy conditions and would place this form of insurance on a basis similar to that provided by the Workmen's Compensation Acts.

Criminal Law and Practice.

PERJURY.—A renewed protest that "perjury is rampant" was made by the Recorder, Sir Ernest Wild, K.C., at the Central Criminal Court a short time ago. The community might as well know, he observed, that the crime of perjury was punishable with penal servitude for seven years, and that the authorities were determined to wipe it out. A little over a year ago, when Mr. Justice McCardie, by his Maudsley Lecture before the members of the Royal Medico-Psychological Association, focussed public attention on the question of the prevalence of perjury, the Recorder then emphatically expressed his own view by saying that "day by day in the courts black perjury is offered in the witness-box." In the lecture referred to above, Mr. Justice McCardie described perjury as the greatest enemy of justice, and said that it had never been more rife than it was to-day. It was committed, he thought, in greater or less degree in a majority of the civil and criminal cases, and—and this is an important point in these days—was to some extent responsible for the length of trials. "Perjury is, as a rule," he said, "the basic cause of prolonged hearing on questions of fact." A dissentient judicial voice or two objected that perjury was not rife, and Mr. Justice Eve, in particular, repudiated the assertion. Mr. Justice Talbot, on the other hand, said that whatever might be the exact facts as to the prevalence of perjury, there was a great deal too much of it, and that it was only due to the many formalities that had to be observed that more people were not prosecuted. Prosecution, however, followed in the case of proved guilt by heavy sentences, would appear at present to be the only real way of adequately meeting the case. This view finds considerable support when it is remembered that "self-interest" is one of the causes of perjury, for it would obviously be more in the interests of self for a witness to tell the truth than to lie and get seven years!

FALSE STATEMENTS IN DECLARATIONS UNDER UNEMPLOYMENT INSURANCE ACT.—An unemployed householder was recently summoned at Birmingham for having made a false statement for the purpose of obtaining dependant's benefit in respect of his wife. The case for the Minister of Labour was that (1) the defendant had signed declarations that his wife was not engaged in any occupation ordinarily carried on for profit, although three young men were boarding at the house; (2) their payments were 12s. a week each while unemployed, and 25s. a week each when working; (3) by his false representation the defendant had been overpaid for 336 days, representing a total sum of £24 17s. 6d. The defendant's case was that (1) he had not made any profit, as he was out of pocket through befriending the young men, who were strangers from South Wales; (2) there were no lodgers when the declaration was first made, and he denied that the subsequent disclosure had been made in consequence of inquiries under the means test. The learned stipendiary magistrate, Lord ILKESTON, imposed a fine of £5 or thirty-one days' imprisonment. It is to be noted that, under the Unemployment Insurance Act, 1930, s. 2 (2) (*g*), the expression "occupation ordinarily carried on for profit" does not include the provision of board and accommodation for not more than one lodger as a member of the family. Dependant's benefit may therefore be claimed for a wife (if there is only one lodger living with the family), however large the amount paid. If, on the other hand, there are two or more such lodgers, dependant's benefit is not payable, however small their weekly contributions may be. Nor is it payable if there is only one lodger, having his meals in his own room, as the condition of "living with the family" is not then complied with. A certain amount of confusion in the public mind therefore appears to be not altogether unjustified.

Negligence in Preparation of Proprietary Articles.

THE case of *McAlister or Donoghue* (*Pauper*) v. *Stevenson*, reported at p. 396 of this issue, although it has not received much public notice, was stated by Lord ATKIN to involve a problem than which none more important had occupied their lordships in their judicial capacity. This was a high claim to make for it, but the decision will, no doubt, govern millions of small transactions every day in the whole of the United Kingdom.

The circumstances which gave rise to the action were extraordinary, but can be stated quite simply. The appellant, or a friend on her behalf, bought, at Paisley, a bottle of ginger-beer manufactured by the respondent. The report ought to be, but is not, clear as to whether the purchaser asked for a bottle of the respondent's manufacture, or merely received it in answer to a request for a bottle of ginger-beer. The glass of which it was composed was dark or opaque, so that neither retailer nor purchaser could see if it contained a foreign body. In fact, there was the body of a dead snail within it, which so contaminated the liquid that the appellant became violently ill after drinking a portion of it. She sued the respondent as manufacturer for £500 damages, for the injurious effects following from the negligence in the manufacture or bottling which resulted in the animal being overlooked. The defence was a simple denial of liability. Lord MONCRIEFF, as Lord Ordinary, entered judgment for the appellant. On appeal to the Second Division (the Lord Justice Clerk, Lord ORMIDALE, Lord ANDERSON and Lord HUNTER) the appeal was allowed and the case dismissed, Lord HUNTER dissenting. On appeal to the House of Lords, the original judgment for the appellant was restored by Lords ATKIN, THANKERTON and MACMILLAN, Lords BUCKMASTER and TOMLIN dissenting. Thus there was a remarkable and very evenly balanced diversity of opinion. The case was argued in the House of Lords, and accepted by their lordships, on the footing that the English and Scottish law on the point at issue were the same, and the authorities quoted in the judgments as reported were exclusively English.

The proposition of law established, as laid down by Lord ATKIN, was that, by Scots and English law alike, a manufacturer of products which he sells in such a form as to show that he intends them to reach the ultimate consumer in the form in which they leave him, with no reasonable possibility of intermediate examination, and with the knowledge that the absence of reasonable care in the preparation or putting up of the products is likely to result in injury to the consumer's life or property, owes a duty to the consumer to take that reasonable care. It was, he added, a proposition which no one in Scotland or England, who was not a lawyer, would for one moment doubt, and it would be an advantage to make it clear that the law in this matter, as in most others, was in accordance with sound common sense. Presumably the decision will cover the sale of every proprietary article in every opaque wrapper, container or bottle where the retailer is a mere distributor, and would also apply to the sale of a transparent bottle if any noxious substance therein, the presence of which was due to negligence in the factory, could not be discovered by ordinary inspection. Retailers, like grocers, are, of course, more and more tending to become mere distributors of made-up packets, and this also applies to oil and colour men, hairdressers selling hairwash, etc.

The claim established was purely one in tort, which, of course, distinguishes it from the large class of cases in which retailers of tainted food have been sued in contract on the warranty of fitness implied under s. 14 (1) of the Sale of Goods Act, 1893, such as *Frost* v. *The Aylesbury Dairy Co. Ltd.* [1905] 1 K.B. 608 (sale of milk resulting in typhoid and death), and *Jackson* v. *Watson & Sons* [1909] 2 K.B. 193 (sale of tinned salmon resulting in death). These were cases where the buyer was held to have relied on the seller's skill and judgment within the sub-section, which could not be claimed in the sale of a made-up packet or closed bottle, otherwise perhaps than in the retailer's choice of manufacturers, or if he recommended a particular article. No such claim was made in the above case. A claim in contract might perhaps be conceivable on the principle of *Carlill* v. *The Carbolic Smoke Ball Company* [1892] 2 Q.B. 484, on the implied guarantee by the manufacturers to members of the public who bought their products that they were not unwholesome. The claim in tort, however, is perhaps even broader in application, and would apply in relief not only of buyers but of all partaking of noxious food so sold, or injured by, for example, a poisonous hairwash or household cleanser, etc.

Of the cases quoted in the judgments, Lord BUCKMASTER disapproved *George* v. *Skevington* (1869), L.R. 5, Ex. 1. This arose on the sale of a hairwash, but was an action in tort, because the person injured was not the purchaser, but his wife. Both Lord BUCKMASTER and Lord ATKIN quoted the *dicta* of Lord ESHER in *Heaven* v. *Pender* (1883), 11 Q.B.D. 503, at p. 509 (a case as to the collapse of the staging at a dock, injuring a man engaged to paint a ship) and both agreed that they were too wide, but Lord ATKIN approved of them as limited in the subsequent case of *Le Lievre* v. *Dennes & Gould* [1893] 1 Q.B. 491, in which the surveyor to a mortgagor builder was held not to be liable to a mortgagee for carelessness in making certain certificates on the faith of which the mortgagee had lent his money. Plainly, the surveyor's duty was to his client alone, but the manufacturer of a made-up product has no special duty to a retailer if the latter is not liable to his purchaser. His liability, as laid down in this case, is to the public who purchase his wares.

The decision, it may be added, appears to be in accordance with certain leading American authorities. For example, *Thomas* v. *Winchester* (1852), 6 N.Y. 397, 57 Am.-Dec. 455, was a somewhat similar case, where a manufacturing druggist or chemist supplied a physician with a bottle labelled dandelion, which in fact contained belladonna. The druggist was held responsible for the consequent illness of the patient, and the judgment of RUGGLES, C.J., was much in accordance with that of Lord ATKIN eighty years later. The ground on which GARDINER, J., arrived at the same conclusion, however, was that the sale of a poison like belladonna, without a proper label, was a misdemeanour by statute. The cases quoted were English, and *Winterbottom* v. *Wright* (1842), 10 M. & W. 109, an action by the driver of a mail-coach against the maker of it for injury owing to its collapse, which was dismissed, was also quoted in Lord BUCKMASTER'S judgment in the present case, and distinguished by RUGGLES, C.J., much as *Le Lievre* v. *Dennes & Gould*, *supra*, may be regarded as distinguishable. In a very elaborate judgment in *Blackwater* v. *Lake & Elliott Ltd.* (1912), 106 L.T. 533, HAMILTON, J., arrived at the conclusion that *George* v. *Skevington* was inconsistent with *Winterbottom* v. *Wright*, and followed the latter.

Blood Balm Co. v. *Cooper* (1889), 83 Georgia 457, Am. St. 324, closely followed *Thomas* v. *Winchester*, but the ingredient of the medicine which injured the Plaintiff COOPER was iodide of potassium, which, unlike belladonna, is not a deadly poison. The company was held liable, and the case follows and to some degree extends the latter authority. Although iodide of potassium is comparatively harmless, the company had prescribed an excessive dose on their label; and for this want of care they were held liable.

Lord ESHER'S *dicta* as to liability in tort in *Heaven* v. *Pender* extended to a large and indefinite class of casual relationships, and in *Blackwater* v. *Lake & Elliott Ltd.* some of the "trap" cases are cited and considered. The proposition of Lord ATKIN above quoted is limited to the sale of products by one who manufactures them and puts them up in containers to be resold without inspection by retailers. Presumably retailers like butchers will continue to be responsible

to their customers in respect of their skill in buying carcases or animals for slaughter. How far such a matter as arsenic in beer is governed by the present case may remain for elucidation. The publican was held responsible in *Wren* v. *Holt* [1903] 1 K.B. 610, but there might be a distinction between draught and bottled beer, the former falling without and the latter within the present case.

The Rent Acts and Furnished Sub-Tenancies.

BARRELL v. *FORDREE.*

THE decision in the above case (reported *The Times*, 31st May), is of some importance to those concerned with property subject to, or alleged to be subject to, the Rent Restrictions Acts, for we now have pronouncements by the House of Lords which settle, once and for all, the principles on which questions as to the scope of this legislation should be approached.

The facts can be shortly stated: the appellant was tenant of a house admittedly at one time within the Acts, that is to say, the test of rent or rateable value on the required date was satisfied. He had granted two sub-tenancies of different parts, *furnished*, retaining the rest of the premises in his own occupation. The case decides that under those circumstances the landlord was entitled to an order for the possession of the parts sub-let.

It may be said that the decision is nothing more or less than a recognition and application of a proposition first judicially voiced in 1919, when a Divisional Court allowed the appeal in *King* v. *York*, 85 L.J. K.B. 839. In that case property had been let at 10s. per week in 1914; the tenancy had ended in 1917; the appellant then became tenant at £1 per week. (There was, of course, no de-control in those days.) The rent being in arrear, the respondent asked for leave to distrain, which the county court judge granted, holding that the appellant's tenancy was outside the Rent Restrictions Acts. The appeal was allowed. The facts are very different from those of *Barrell* v. *Fordree*; but what is important is that the basis of this decision was that the Rent Restriction Act operated *in rem* and not *in personam*, that it conferred a status on parcels rather than on parties.

For the reasoning of the judgments in *Barrell* v. *Fordree* can be expressed in syllogistic form: possession can be obtained of dwelling-houses not subject to the restrictions imposed on landlords by the Rent Restrictions Acts; the premises of which possession is claimed are not subject to the restrictions imposed, etc.; therefore possession must be ordered. The first proposition is, of course, merely common law. The second involves an examination of the wording of the Acts now in force. It is arrived at in the following way: by s. 12 of the principal Act, that statute applies to a part of a house let as a separate dwelling (sub-s. (2)), and "let" includes "sub-let" (sub-s. (1) (*g*)); but not to a dwelling-house *bonâ fide* let at a rent which includes payment in respect of board, attendance, or use of furniture (sub-s. (2), proviso (i)). Hence in this case there were three tenancies, the premises comprised in two of them, of which possession was claimed, being outside the Act.

A series of decisions has led up to this result, and these were discussed in THE SOLICITORS' JOURNAL as long ago as 20th December, 1930 (Vol. 74, p. 844), so that it was with pardonable pride that we referred to the decision of the Court of Appeal in *Fordree* v. *Barrell* in the Court of Appeal in "Current Topics" in our issue of 2nd May, 1931. Of the older decisions, the most important was perhaps *Leslie & Co.* v. *Cumming* [1926] 2 K.B. 417, in which the plaintiff might have succeeded in obtaining possession of rooms sub-let furnished if he had not claimed the whole.

Now, as to the practical effect of the new authority. It is, of course, no secret that a large number of protected tenants are exploiting the protection conferred by sub-letting parts of the premises at comparatively high rentals. If the sub-letting is unfurnished, the superior landlord can do nothing but inform the sub-tenant of his true rights. (The Royal Commission which reported on the working of the Acts could only suggest dissemination of knowledge as a remedy.) If the sub-letting is furnished, *Barrell* v. *Fordree* gives the superior landlord an unanswerable claim to possession of the subject-matter of the sub-tenancy.

At the same time, practical difficulties may undoubtedly present themselves, and it is fair to warn the over-sanguine of these possibilities. In the first place, sub-letting must be proved. The difference between a tenancy and a licence is sometimes very fine indeed, particularly so in the sort of case which is likely to arise. This difficulty was hinted at by one of our correspondents in last week's issue. A discussion of the various authorities in which the difference is defined, largely by reference to measure of control, would be out of place here, but one must be prepared for a frequent raising of a defence that the alleged sub-tenant is a lodger. Interrogatories may be essential if a case is to be proved.

Next, there is the question how to enjoy possession or the right to possession when judgment is obtained? It may be that in many cases the effect of the order will be to drive a profiteering tenant away; but in others, when he is not dependent on the rents, the victory may be barren. Access to rooms sub-let is usually viâ stairs and passages which are not sub-let, but over which the sub-tenant has a right of way of necessity; but a right of way is not part of a dwelling-house, whether it be let furnished or unfurnished, and the landlord or any new tenant to whom he lets may find himself in the position of the tenant in *Chappell* v. *Mason* (1894), 10 T.L.R. 404, C.A., who could only reach the demised premises by balloon.

And the rent payable by the tenant must, of course, be reduced; if necessary, an apportionment summons can be taken out under s. 12 (3) to settle the amount.

Lastly, two factors, which may easily be overlooked, must be borne in mind. It is essential that the mesne tenant be a statutory tenant; nothing can be done in the case of a tenant under a periodic tenancy who has never been given notice to quit or notice of increase of rent, which is tantamount to notice to quit. Such cases may be rare, but there are landlords who have been so demoralised by this legislation that they have never taken the trouble to determine the common law tenancy. And, what is perhaps more important to note is that the possibility of *re*-control must be guarded against. The part of the premises sub-let furnished is de-controlled—but only as long as it remains sub-let furnished (see *Leslie & Co.* v. *Cumming*, *supra*). This is merely a corollary to the governing principle that the Acts operate *in rem* and not *in personam*; but it follows that a protected mesne tenant may be able to baulk his landlord by giving timely notice to quit to the sub-tenant or sub-tenants. Hence, there should be no "letter before action" in these cases.

Fishing out of Season.

A RECENT prosecution for taking freshwater fish out of a lake illustrates the fact that there is a good deal of misunderstanding on this subject. Leaving out of account for the moment the close times for salmon and trout we begin with the fact that there is a close time for all other freshwater fish commencing on 15th March and ending on 15th June. This provision will be found in s. 35 of the Salmon and Freshwater Fisheries Act, 1923, which says that no person shall during that period fish for eels by means of a rod and line, or fish for, take, kill, or attempt to take or kill any freshwater fish in any river, or in any lake, tributary, stream, or other water connected

or communicating with any river. Moreover it is illegal for any person during that period to buy, sell, or expose for sale, or have in his possession for sale any freshwater fish other than fish preserved for use as bait, or fish intended for the stocking or re-stocking of any fishery.

To these provisions there are certain exceptions which need to be carefully noted and which are as follows :—

(1) To the removal by an owner or occupier of any several fishery where salmon or trout are specially preserved, from that fishery of any eels or freshwater fish not so preserved ;

(2) To any person fishing with rod and line in any several fishery, where salmon or trout are specially preserved, with the previous permission in writing of the owner or occupier of that fishery ;

(3) To any person fishing with rod and line for eels in any waters in which such fishing is authorised by bye-law made under this Act ;

(4) To any person taking, in any several fishery, with the previous permission in writing of the owner or occupier of that fishery or in any other fishery (except where such taking is prohibited by a bye-law made under this Act) freshwater fish for scientific purposes, or for use as bait.

From the above it will be seen that freshwater fish may not be taken from any lake or other water that is connected with it or that communicates with a river. This is the kernel of the whole matter. It follows that if a man has got a pool in the middle of his estate which does not communicate with any river and that lake is stocked with perch or roach or pike or carp or any other freshwater fish, these provisions do not apply to it. If, however, it *does* communicate with any river the Act will apply unless it is a pool in which the owner preserves trout (and consequently wants to keep it free from other fish). It also means the same with regard to any stream where salmon or trout are separately preserved and where in consequence the owner wants to keep the stream free of other fish. Apart from these circumstances all fishing is prohibited during the close season except in the extent that bottom-fishing for eels may be authorised by law and small fish may be taken out for bait or other fish may be taken for the stocking or re-stocking of another fishery. Eels are not included in the definition of freshwater fish and it is therefore a little confusing to have them referred to at all in this section. It would probably have been better had they been dealt with in a separate section, but the object of dragging them in here is clearly to prevent persons from fishing with worms—a normal bait for eels—which might, of course, attract the attention of other freshwater fish and also of salmon and trout if these should happen to be in the stream. It is almost a pity that fishing for eels with rod and line was not prohibited entirely during the close season, because the Statute contains other provisions for the taking of eels by baskets and traps of definite construction so placed as not to interfere with migratory trout or salmon.

The Statute of 1923 has contributed very much already towards the preservation not only of salmon and trout fisheries but also of freshwater fisheries. Its provisions relating to the constitution of fishery boards and fishery districts may almost be regarded as having saved the greater part of the available freshwater fishing from extinction. Where there is a fishery board they are empowered to make bye-laws fixing or altering the annual close season. In the absence of a fishery board in any district the Minister may exercise the same powers.

HALDANE CLUB.

The Irish Oath.

At a meeting of the Haldane Club, held on 23rd May, a resolution "That it is incumbent upon the present Government to submit the dispute with the Irish Free State to the Permanent Court of International Justice at The Hague for decision," was proposed by Mr. N. H. Moller. The motion was lost by one vote, but the course of the discussion suggested that, had the discussion been prolonged, there would have been more votes in favour.

Company Law and Practice.

CXXXII.

PROOF OF DEBTS IN WINDING UP.—II.

At the close of my last week's article I was dealing with the costs of proving a debt in the winding up, and I reminded my readers that r. 95 of the Winding Up Rules, 1929, provides that a creditor is to bear the costs of proof, unless the court otherwise orders. No doubt this is a fair rule, for one may imagine a case where a small debt would be a costly one to prove, and, if the costs of proving could be added to the proof, an unfair burden would be imposed upon the other creditors if their costs of proving had been proportionately small. The practice of allowing the costs of a successful appeal against the rejection of a proof out of the company's assets is laid down in *Re National Wholemeal Bread Co.* [1892] 2 Ch. 457, to which I referred last week ; but it was also the practice before that time, though in the *National Wholemeal Case* no reference would, so far as can be gathered from the report, appear to have been made to the earlier cases. Thus, there is *Re General Estates Co. : ex parte Wright & Gamble*, 8 Eq. 123, which was a case turning purely on the correct wording of the order, where the Master of the Rolls directed the costs of all parties to be paid out of the estate.

The facts of that case were shortly these : Wright & Gamble claimed to prove in the liquidation of the company, and certain evidence was given in chambers with regard to the claim ; the chief clerk admitted the claim ; whereupon the matter was adjourned into court at the instance of the official liquidator. Lord Romilly, the Master of the Rolls, upheld the decision of the chief clerk without calling on counsel for Messrs. Wright & Gamble, and directed the costs of all parties to be paid out of the estate. The registrar drafted minutes of an order directing that Wright & Gamble should be allowed as creditors against the estate of the company for a certain sum, and their costs of proof, and that the official liquidator should, out of the estate of the company, pay to them their costs of the adjournment of their application into court. Wright & Gamble moved for an order for payment of all their costs of and incidental to their claim out of the estate of the company ; but this order the Master of the Rolls declined to make, saying that the direction made by him as to costs referred only to the costs of the adjournment into court, and that if anything more were intended, it ought to be specified. While, as I have said above, this case is only directly concerned with the meaning of the words used by Lord Romilly, it shows clearly that his view was that only the costs of the appeal were properly to be paid in full out of the assets, thus confirming what Vaughan Williams, J., did later in the *National Wholemeal Case*. But Lord Romilly's ruling is interesting as being a case where the creditor was allowed to add to his proof the costs of proving the debt, except, of course, those which he was allowed in full out of the company's assets. These rules as to the costs only apply, of course, to claims which are determined in the winding up itself ; so that if a liquidator defends an action against the company commenced before the winding up, and loses that action, the costs which are awarded to the plaintiff must be paid in full out of the company's assets. "If an action is pending," says Buckley, J., in *Re Wenborn & Co.* [1905] 1 Ch. 413, at p. 416, "to which the company is a party, then, if the company which is in liquidation acting by its liquidator determines to prosecute or defend the proceedings for the estate, the estate must be treated as the party litigant, and must in case of failure pay the costs in full. In other words, the other creditors, for whose benefit the action is defended, must in such cases bear the costs."

From this question of costs, we may conveniently pass on to the rules which govern the amounts for which proof may be made. Let it not be thought by this that the rules make any attempt to interfere with the general law as to what can be proved for, and what cannot ; they do not,

but they make certain provisions as to discount and interest which affect a great many claims. Thus r. 96 requires a creditor proving his debt to deduct therefrom (*a*) any discount which he may have agreed to allow for payment in cash in excess of 5 per cent. on the net amount of his claim; and (*b*) all trade discounts. Realising the length of time that a liquidation may take, before all the assets are realised, it may seem to some a little hard that a liquidation must, for some purposes, be treated by a creditor as if it were a payment in cash; but some compensation can be found in r. 98, which is as follows:—

"On any debt or sum certain, payable at a certain time or otherwise, whereon interest is not reserved or agreed for, and which is overdue at the date of the commencement of the winding up, the creditor may prove for interest at a rate not exceeding 4 per cent. per annum to that date from the time when the debt or sum was payable, if the debt or sum is payable by virtue of a written instrument at a certain time, and if payable otherwise, then from the time when a demand in writing has been made, giving notice that interest will be claimed from the date of the demand until the time of payment."

It may be observed that the rule is silent as to debts whereon interest was reserved or agreed for; the reason for this is, of course, that such interest is provable for, without any rule dealing with it. But the effect of this rule is to put certain persons who have not had the foresight to stipulate for interest on their debts into the same position as their more astute brethren. Thus, if a sum payable by virtue of a written instrument at a certain time is overdue at the commencement of the winding up, interest at 4 per cent. from the date when the sum was payable down to the commencement of the winding up may be proved for by the creditor; even if the sum was not payable by virtue of a written instrument interest may likewise be proved for, if a demand in writing for interest has been made. This latter provision is not perhaps very frequently of use, for it is not common practice in this country to write claiming interest on an overdue account or debt; perhaps if creditors were to consider more carefully the possibility of the liquidation of companies which owed them money, they might be more inclined to make such demands than they are at present. No doubt it would be a wise move on the part of every creditor of a limited company at the present time to go into this question, and see whether, in any particular case, a notice requiring interest would be advisable.

Creditors can prove for debts not payable at the date of the winding up order or resolution, as if they were presently payable, and can receive dividends on such debts equally with the other creditors—subject only to this, that their dividends must be subject to a rebate of interest at 5 per cent. per annum from the declaration of each dividend to the time when the debt would have become payable according to the terms on which it was contracted (r. 99). The rule is silent as to whether the interest is simple, or whether it is to be compounded, and if so, with what rests; thus, to put a simple illustration, if a debt be payable ten years hence, but is immediately discharged, the gain to the creditor is not only the interest on the sum over the whole ten years, but after, say one year, the interest on that one year's interest for the remaining nine years, and so on. Does the general body of creditors get the advantage of that under this rule? There is no authority on the point—maybe a case where the sum is payable at any considerable distance of time after the liquidation is uncommon, and no doubt where such cases do arise the amounts are usually trifling. Still, the point requires consideration by those concerned.

In the case of rent or other periodical payments the persons entitled thereto can prove for a due proportionate part, up to the commencement of the winding up, of the current payment, as if it accrued due from day to day (r. 97). This rule does not affect any right of a landlord in respect of a liquidator's beneficial occupation of the company's leaseholds.

(*To be continued.*)

A Conveyancer's Diary.

Insurance of Mortgaged Property by Mortgagors—Rights of Mortgagees.

A case of great interest to mortgagees, to which I think insufficient attention seems to have been paid, is *Halifax Building Society and Another* v. *Keighley and Another* [1931] 2 K.B. 248.

Perhaps the fact that the action was brought in the King's Bench Division and commenced by writ specially indorsed under Ord. XIV, may account for its having apparently passed almost unnoticed by conveyancers. It is nevertheless of no little importance and may have more serious results than, at first sight, appears.

The facts in the case were that the defendants mortgaged certain premises to a building society of which the plaintiffs were the successors in title.

The mortgage contained a provision that "it shall be lawful for the society from time to time to effect in the name of the society such insurances against fire in respect of any buildings for the time being on the said hereditaments as the directors may from time to time deem necessary."

There was a further provision that the mortgagors "Will at all times during the continuance of this security duly and punctually pay to the society all premiums and moneys necessary for keeping up any insurance against fire in respect of the buildings for the time being on the said hereditaments which shall have been effected by the society in exercise of the power in that behalf hereinbefore contained when the same shall become due or within one week thereafter."

There were two insurances with the Alliance Assurance Company effected on the property by the mortgagees both being in the joint names of the mortgagees and the mortgagors. Each of those policies contained a clause to the following effect: "If at the time of any destruction of or damage to any property hereby insured there be any other insurance effected by or on behalf of the insured covering any of the property destroyed or damaged, the liability of the company hereunder shall be limited to its rateable proportion of such destruction or damage." That is, of course, the usual clause to be found in all policies.

The mortgagors effected another policy with the Car and General Company, in their own names, which covered the property subject to the mortgage as well as other property.

A fire having taken place, a claim was made upon the Alliance Company and also upon the Car and General Company. The claim was admitted at £2,965, and it was common ground that the Alliance Company would have been liable for that amount if it had not been for the policy with the Car and General Company, and that the sum by which the former company was entitled to reduce its liability was £525 14s. 7d., which the latter company was liable to pay, and in fact did pay, in respect of the mortgaged property, to the mortgagors.

The mortgagees proceeded by a specially indorsed writ to recover from the mortgagors the £525 14s. 7d. received from the Car and General Company.

It was held by Wright, J., that the plaintiffs could not succeed.

The plaintiffs contended, in the first place, that they were entitled to recover under s. 23 (4) of the C.A., 1881, their rights under which it was argued were saved by s. 207 (*a*) of the L.P.A., 1925.

Section 23 (4) of the C.A. reads:—

"Without prejudice to any obligation to the contrary imposed by law or by special contract a mortgagee may require that all money received on an insurance be applied in or towards discharge of money due under his mortgage."

It was contended in the case which I am considering, that this sub-section must be limited to an insurance effected under the Act or the mortgage deed, but the learned judge

said that he did not take that view, and, had the enactment not been repealed, the mortgagees would have been entitled to recover the money paid to the mortgagors by the Car and General Company.

Then it was said that, although repealed, the rights of the mortgagees were preserved by s. 207 (*a*) of the L.P.A., which is as follows :—

> " Nothing in this repeal shall affect the validity or legality of any dealing in the property or other transaction completed before the commencement of this Act or any title or right acquired or appointment made before such commencement but, subject as aforesaid, this Act shall, except where otherwise expressly provided, apply to and in respect of instruments whether made or coming into operation before or after such commencement."

The plaintiffs failed on that point also, because the title or right arose when the fire took place, which was after the commencement of the Act.

It was further argued that the rights of the plaintiffs were preserved by the Interpretation Act, s. 38 (2) (*c*) which refers to " any right, privilege, obligation or liability acquired, accrued or incurred " under any repealed enactment, and, it was said that s. 23 (4) of the C. A., 1881, was saved by the proviso to s. 207 of the L.P.A., 1925, which is expressed to be " without prejudice to the provisions of s. 38 of the Interpretation Act, 1889."

Here again, the plaintiffs failed because the right, etc., had not been " acquired or accrued or incurred " under the repealed C.A., 1881.

There were other ingenious and equally unsuccessful contentions with which I need not deal.

The mortgagees were therefore left to rely upon s. 108 (4) of the L.P.A., 1925, which replaced s. 23 (4) of the C.A., 1881, but, as will be seen, made some amendments which, as it now appears, are greatly to the disadvantage of mortgagees. The sub-section reads—

> " Without prejudice to any obligation to the contrary imposed by law or by special contract, a mortgagee may require that all money received on an insurance of mortgaged property against loss or damage by fire or otherwise effected under this Act or any enactment replaced by this Act or on an insurance for the maintenance of which the mortgagor is liable under the mortgage deed, be applied in or towards the discharge of the mortgage money."

Wright, J., considered that the sub-section had been deliberately worded in order to limit the scope of its operation. In the case before him the insurance with the Car and General Company did not come within the terms of the sub-section. It was not an insurance effected under the Act, or under any Act replaced thereby, nor was it an insurance for the maintenance of which the mortgagor was liable under the mortgage deed.

The result is rather disquieting for mortgagees. A mortgagor by effecting an independent insurance can reduce the amount payable under an insurance effected under the mortgage deed, and so, in effect, deprive the mortgagee of a part of his security. That is the result of the re-drafting of s. 23 (4) of the C.A.

It is interesting to note that the learned judge expressed the view that " The mortgage in question here was no doubt prepared by a draftsman who had in mind the provisions of that sub-section " (i.e., sub-s. (4) of s. 23) " of the Act of 1881, and no doubt since the Act of 1925 those who prepare similar documents adapt them to the provisions of the Act of 1925, but in the present case there is no special covenant and no statutory provision which applies."

So far as I know, draftsmen of mortgages have not made any attempt to " adapt them to the provisions of the Act of 1925," and I am not sure how they could set about doing it. That, however, is a question which I must defer to another week.

Landlord and Tenant Notebook.

Local Authorities as Landlords.

From the point of view of property, local authorities are not the most important landlords in the country; but from the point of view of numbers of tenants, some of them exceed in importance any private landlord. The tenants of the London County Council alone run into five figures, and the operation of various statutes relating not only to housing but also to small holdings and to allotments has led to the granting of thousands of tenancies by other local authorities. What I propose to discuss in this article is the extent to which the relationship of the parties concerned is governed by the relevant statutes.

In the case of housing, two statutes may at present regulate the position, the Housing Acts of 1925 and 1930. These, like their repealed predecessors, authorise or direct local authorities " to provide housing accommodation for the working classes " (s. 57 of the 1925 Act, the first section of Pt. III). It cannot be said that it must be a term of any tenancy that the tenant shall be a member of the working classes, and there is no attempt exhaustively to define the expression; but by Sch. 5 (12) (*e*), which actually concerns a part of the Act dealing with re-housing of the displaced, it is to include persons who can pass either of two tests, the one vocational and the other financial. The clause is in similar terms to those of the (repealed) Housing of the Working Classes Act, 1903, Sch. 12 (*e*), except that the financial test was then an income not exceeding 30s. per week; the figure is now £3.

There is nothing in either statute to prevent the grant of, say, a ninety-nine year lease, but the provisions of the Acts apparently contemplate that dwellings shall be let on the usual weekly tenancies. In the first place, authorities are empowered to make by-laws for the management and use of the property (1925 Act, s. 68 (4)), and if a lease for a term of years were granted a nice question might arise as to whether Parliament had, if a by-law created new obligations on the part of a tenant, authorised the variation of an agreement at the will of one party; the tenant, apart from attacking the by-law on the wide ground of unreasonableness, could rely on the principle of derogation from grant. Secondly, there is no attempt to interfere as regards allotting the responsibility for repairs; if, however, the lettings be for short terms or periods, and at rentals below the limits mentioned in s. 1, the provisions importing an obligation on the lessor's part to keep the premises reasonably fit for human habitation contained in that section would apply. It was, in fact, a case brought against a local authority as landlords that decided that this section puts the parties in the same position, as regards necessity for notice of disrepair, as a lessor's covenant: *Morgan* v. *Liverpool Corporation* [1927] 2 K.B. 131, C.A. Nothing is said as to insurance. Section 69 gives the landlords a statutory right of inspection.

The 1925 Act is silent as to alienation, but Pt. III of the 1930 Act, after authorising government grants for re-housing displaced occupiers, stipulates that the local authority shall let to persons who intend occupying the premises and that there shall be a covenant against assignment and sub-letting without consent, which must be withheld if the landlords are not satisfied that no unreasonable consideration is to be paid by the alienee (s. 27 (1) (*a*) and (*b*)).

In the matter of rent, the 1925 Act directs " reasonable charges " (s. 67 (2)). A stipulation in s. 27 (1) (*c*) of the 1930 statute merely limits the aggregate rents to be received, expressly mentioning that otherwise the council is to be free; but s. 27 (1) (*d*) forbids premiums.

The position as regards tenancies of small holdings granted by county councils is now governed by the Small Holdings and Allotments Act, 1926. The object, as mentioned in the first section, is to provide small holdings for people who will

themselves cultivate the holdings and are able to cultivate them properly. In this case the legislature has prescribed to a considerable extent the nature of the contents of the lease. There must be no alienation without consent; any dwelling-house built must comply with requirements to secure healthiness and freedom from overcrowding; not more than one dwelling-house is to be built unless the landlords consider it necessary from the point of view of cultivation; no intoxicating liquor is to be sold on the premises; and the tenant is to cultivate according to the rules of good husbandry as defined in the Agricultural Holdings Act, 1923 (see s. 57 (1)). The landlords are permitted to relax or dispense with these conditions if the Ministry of Agriculture consents to such a course. As regards the restriction on alienation, the tenant now has the additional advantages conferred by the L.T.A., 1927, s. 19 (1).

While the statute does not expressly direct that the lease shall be drawn to include these terms, it is submitted that the effect of the words " shall be held " in s. 6 (4) is to import undertakings, just as the Housing Acts put the parties in the position of parties to a repairing covenant: see *Ryall* v. *Kidwell & Sons* [1914] 3 K.B. 135, C.A.

Further, the landlords have a power to determine, which is probably nothing more or less than a forfeiture clause, giving a right of re-entry on the breach of any " such condition *or term*," which would thus include a covenant to pay rent; a notice must first be given ordering the tenant to remedy the breach, if remediable.

There is no direction as to rent being reasonable, but it is not likely to be too low, as the earlier sections of the statute are designed to secure that the authority shall not lose over its undertaking.

Tenancies of allotments are provided for by the Small Holdings and Allotments Act, 1908. By s. 27 (4) an allotment shall not be sub-let; but the sanction for this enactment is not expressed. The next section directs the authority to make rules providing for conditions of cultivation, rent, " reasonable " notice to quit (as to which the Allotments Act, 1922, s. 1, now has something to say). These rules are again presumably incorporated in any tenancy granted; they are binding on all persons whatsoever, and s. 30 gives the landlords the right to determine any tenancy if the rules are not observed; also if the tenant resides more than a mile from the district, or if his rent be more than forty days in arrear. There is no express provision for a forfeiture notice, and whether a notice of this kind would be essential is arguable. The attitude of equity towards forfeiture is well known, and is now expressed in the L.P.A.; but s. 146 (1) speaks of a proviso, etc., " in a lease." If the wording of the lease referred to the statutory conditions, the ordinary forfeiture procedure would have to be followed; but it seems an arguable question whether a proviso for re-entry implied by statute is in the same position.

Our County Court Letter.

AGRICULTURAL HOLDINGS ACT.

An Interesting Decision.

A judgment given by His Honour Judge Langman recently at Louth County Court is likely to interest the agricultural community. It may be (of course, we do not know) that the decision will lead to an appeal, and therefore we can offer no comment upon it, except to observe that it appears to raise a point that has never been raised before. His honour was dealing with a case stated by an arbitrator under the Act, and in the course of his judgment said that the case before him raised a very wide question, which was this: " Can a tenant, by demanding arbitration under the Agricultural Holdings Act, 1923, reduce the rent which he has agreed already to pay? " If a tenant can do that, it seemed to him (said the learned judge) that agreements are not worth the paper upon which they are written. It also seemed to him that, if that contention be correct, a landlord is no longer allowed to fix his rent. He must take a rent which is declared to be a fair rent by the arbitrator appointed by the parties or by the Ministry of Agriculture. In other words, if the defendant's contention is correct, this Agricultural Holdings Act has the effect of abrogating all tenancy agreements as far as payment of rent is concerned. He quite agreed that it was beyond controversy that the Act does abrogate all tenancy agreements so far as clauses dealing with compensation were concerned, but he had yet to learn that it abrogated all provisions dealing with the payment of rent. This statute had been held to be a penal Act, in that it deprived a landlord of certain rights which he would otherwise enjoy, and being a penal Act it must be construed strictly in favour of the man whose common law rights are taken away or being interfered with.

His honour added that if any Act of Parliament sought to take away rights from an individual it must do so expressly, and not by implication. It had been urged that by implication the Act allowed rent to be altered, but he did not think the Act could be held to have such serious consequences by implication. There was a section in the Act which said that, apart from what had been expressly enacted, a landlord's rights with regard to his rent were the same as if the Act had not been passed. The section of the Act which dealt with arbitrations compelled a landlord and tenant to arbitrate under certain circumstances. The point he had to decide was whether this section or any other section in the Act allowed them to arbitrate as to the rent which was payable in the future from the date of the agreement. There was a decision upon the section which said it must be strictly interpreted. Neither landlord nor tenant could avail himself generally of the provisions contained in s. 16. Each could only demand an arbitration within the terms of the Act. In his opinion the whole of the provisions of s. 12 related to compensation. The section did not enable a tenant or landlord to demand an arbitration which would determine the rent payable in spite of any agreement to the contrary.

ESTATE AGENTS' COMMISSION.

The question of who introduced the purchaser has been considered in two recent cases. In *Cartwright and Son* v. *Knight*, at Nuneaton County Court, the claim was for £25 as commission on the sale of the defendant's café, which the plaintiffs had been instructed to offer at £2,000 in June, 1929. They accordingly interviewed a prospective purchaser, who declined to pay the price asked, but eventually bought the property in March, 1930, for £1,550. The defendant denied that the plaintiffs effected the sale, as she had instructed three auctioneers, but the actual purchaser had approached her direct with an original offer of £1,400. The defendant contended that there was no introduction through any agent, but His Honour Judge Drucquer held that the plaintiffs had done everything except fix the final price, and were therefore entitled to judgment, with costs.

In *Cowell* v. *Denham*, at Chelmsford County Court, the claim was for £30 as commission on the sale of a house for £925. The plaintiff's case was that, in 1928, he was instructed by the defendant's husband to sell the property, but it was eventually let on a three years' agreement, with an option to purchase at £925. The tenant relinquished the option in November, 1930, and the plaintiff obtained offers of £800 and £850 from another prospective purchaser. The latter ultimately communicated direct with the defendant, and the sale was effected at £925, but the plaintiff contended that there had been no withdrawal of his instructions to sell, although they were received as far back as 1928. His Honour Judge Hildersley, K.C., held that the agency had never been revoked, and judgment was therefore given for the plaintiff, with costs. See a previous article hereon in the " County Court Letter " in our issue of the 23rd April, 1932 (76 Sol. J. 285).

COUNTY COURT CALENDAR FOR JUNE, 1932.

Since the publication of the County Court Calendar in last week's issue an amended list of the sittings in Circuit 29 has been received. The list should read as follows :—

Circuit 29—Carnarvonshire, etc.

His Hon. Judge Sir Artemus Jones, K.C.

Bala,	Holywell,
†*Bangor, 20	Llandudno, 9 (R.), 18
*Carnarvon, 15	Llangefni, 21
Colwyn Bay,	Llanrwst,
Conway,	Menai Bridge,
Corwen,	Mold, 7 (R.)
Denbigh,	*Portmadoc, 2
Dolgelly,	Pwllheli, 3
*Festiniog, 1	Rhyl, 17
Flint, 14 (R.)	Ruthin,
Holyhead,	*Wrexham, 13, 14

*Bankruptcy Court. †Admiralty Court. (R.) Registrar's Court only.

Reviews.

My Affairs. A compact and easily kept record for the guidance of one's executors. 1932. London, Liverpool and Glasgow: The Solicitors' Law Stationery Society, Limited. 2s. 6d. net.

This well-conceived little book provides the means whereby any ordinary individual, other than a man of most complex affairs, can set out in concise and tabulated form (and keep up-to-date) a comprehensive record of the affairs which are under his control. All solicitors and, no doubt, a vast number of laymen, have at one time or another experienced the enormous difficulties of tracing and collecting the various interests of a testator or person no longer able to look after his own affairs.

The general use of such a book as this would put an end to all such difficulties and halve the labours of executors and the like.

Though small it is practical value for 2s. 6d.

Reports of Cases decided by Francis Bacon in the High Court of Chancery (1617-1621). Prepared from the Records of the Court. By John Ritchie, M.A., of the Inner Temple, Barrister-at-Law. 1932. Royal 8vo. pp. xxxii and (with Index) 302. London: Sweet & Maxwell, Ltd. 42s. net.

When the late Dean Church was asked to write the life of Bacon for the English Men of Letters series he entered upon his task with no great enthusiasm. He wrote to a friend that the more he read of Bacon, the man and his life, the less he liked him, adding that he could only regard him as one of the poorest and most ungenerous of men. It is significant, however, that in the monograph which he prepared he pointed out that although Bacon, as Lord Chancellor, was guilty of grievous wrong in taking money from suitors, no single charge of a definitely unjust decision had been established against him. The fact, nevertheless, of his accusation and condemnation had the effect of bringing the whole of his judicial conduct into disrepute and of causing his decisions to be neglected by the profession. Thinking, and rightly thinking, as we believe, that this neglect is unmerited, Mr. Ritchie conceived the happy idea of exhuming Bacon's decisions from the records of the Court of Chancery, equipping them with catchwords and headnotes and presenting them to the profession in this well-printed and admirably got-up volume. Not content with going through the cases which even to-day have a legal interest, Mr. Ritchie has in a very learned introduction called up for us a picture of the Court of Chancery as it was in Bacon's time, furnished biographical notices of those who shared with the Chancellor the work of the court—the Master of the Rolls, the Masters, the Registrars and other officials—and found in their names and in those of the suitors a good deal of interesting matter for biographical comment. Among the Registrars we learn was one Lawrence Washington, who appears to have been a brother of the lineal ancestor of the first President of the United States. Members of the Shakespeare family figure among the litigants, and these, it is conjectured, were connected with the poet. Coming to the decisions reported, we learn that Bacon anticipated modern legislation by permitting a tenant for life to sell the settled land; and in *Freeman* v. *Blagrave*, on p. 11, he expressed the opinion, *obiter*, that an agreement by which one of the parties promises to procure for the other a knighthood in consideration of the latter paying a sum of money is illegal, and a suit to enforce it will be dismissed, thus taking the same view as was held by Lush, J., in *Parkinson* v. *College of Ambulance* [1925] 2 K.B. 1. Mr. Ritchie is to be heartily congratulated on having carried out his exhaustive examination of the old records to such excellent purpose and on having edited the reports with such scholarly exactitude.

Notable British Trials. The Baccarat Case. Edited by W. Teignmouth Shore. 1932. Demy 8vo. pp. xii and 294. Edinburgh and London: William Hodge & Co., Ltd. 10s. 6d. net.

The latest addition to the Notable British Trials series suffers by reason of the length of the proceedings, for since a popular work must not be unwieldy in size, the longer the case, the shorter the comment. In this instance, barely a dozen pages have been allotted to the introduction, giving rather inadequate scope to the execution of the avowed object of the book—the rehabilitation of Sir William Gordon-Cumming. Though our appetites thus remain in some degree unsatisfied, the quality of the repast is not at fault. In this respect, the editor has not at all derogated from the high standard he has already set himself in other numbers of this series. As for the case itself, there are few trials which can equal it in interest, whether by reason of the rank of the persons concerned, the gravity of the issues involved, or the doubt which to this day overhangs the justice of the verdict.

Books Received.

Silicosis and Asbestosis Compensation Schemes. By Paul C. Davie, of Lincoln's Inn, Barrister-at-Law. 1932. Demy 8vo. pp. viii and (with Index) 176. London, Liverpool and Glasgow: The Solicitors' Law Stationery Society, Ltd. 10s. net.

Tolley's Handbook of Income Tax and Sur-Tax, 1932-33. By Chas. H. Tolley, A.C.I.S., F.A.A., Accountant. 1932. London: Waterlow & Sons, Ltd. 1s. net.

Stock Exchanges (London and Provincial) Ten-Year Record of Prices and Dividends. 1932. Twenty-fourth issue. 1922 to 1931 inclusive. Imperial 8vo. pp. (with Index) 590. London: Fredc. C. Mathieson & Sons. 20s. net.

Annual Survey of English Law, 1931. Medium 8vo. pp. lvi and (with Index) 381. 1932. London: The London School of Economics and Political Science. 10s. 6d. net.

Powers of Attorney. Manual of the Law and Practice. Issued by the Council of The Chartered Institute of Secretaries of Joint Stock Companies and other Public Bodies. Third Edition. 1932. Demy 8vo. pp. viii and (with Index) 116. Cambridge: W. Heffer & Sons, Ltd. 5s. net.

The Shadow on Parliament House. By Andrew Dewar Gibb. 1932. Edinburgh: The Porpoise Press. 1s. net.

Half-Truths in Audited Accounts. By Thomas Greenwood, F.C.A. 1932. London: Gee & Co. (Publishers), Ltd. 6d. net.

[All books acknowledged or reviewed can be obtained through The Solicitors' Law Stationery Society, Limited, London and Liverpool.]

POINTS IN PRACTICE.

Questions from Solicitors who are Registered Annual Subscribers only are answered, and without charge, on the understanding that neither the Proprietors nor the Editor, nor any member of the Staff, is responsible for the correctness of the replies given or for any steps taken in consequence thereof. All questions must be typewritten (in duplicate), addressed to the Editorial Department, 29, Breams Buildings, E.C.4, and contain the name and address of the Subscriber. In matters of urgency answers will be forwarded by post if a stamped addressed envelope is enclosed.

Scope of Silicosis Scheme.

Q. 2481. Natural sand is excluded from the meaning of "silica rock" in sub-para. (i) of para. 2 of the above scheme, but is not excluded from "materials containing ground flint," in sub-para. (vi). I am informed that natural sand contains a large proportion of ground flint. The result would seem to be that persons engaged in digging sand in a sand pit are excluded from the above scheme by sub-para. (i), but persons otherwise handling the sand are included under sub-para. (vi). Do you agree?

A. The result suggested in the question depends upon the accuracy of the statement that natural sand contains a large proportion of ground flint. This state of affairs must vary with the locality, and, even if the fact be established, the opinion is given that the proposition advanced in the question would not be upheld. Para. (vi) is governed by the *ejusdem generis* rule, and the meaning of the words "materials containing such flint," cannot be extended to include a substance or a class of workpeople outside the scope of para. 2 (i). The operation of the maxim "*expressum facit cessare tacitum*," also causes para. 2 (i) to override para. (vi), and the opinion is, therefore, given that workmen handling the sand are in no better position than those digging it.

Forfeiture of Unclaimed Dividends.

Q. 2482. Can a limited company whose Articles contain no provision authorising forfeiture of unclaimed dividends forfeit unclaimed dividends at all, and, if so, after what period? If not, can a company alter its Articles to provide for this and also to legalise previous forfeitures made by the company?

A. The declaration of a dividend constitutes a debt from the company to the shareholder, as held in *In re Severn & Wye, etc., Railway Company* [1896] 1 Ch. 559. As the share certificate is under seal, the dividend is a specialty debt, and the shareholder's right to sue is therefore not statute barred until after twenty years (see *In re Artizans' Land, etc., Corporation* [1904] 1 Ch. 796). If the Articles contain no provision for a shorter period, the shareholder does not therefore forfeit a dividend until it has remained unclaimed for twenty years from the date of its declaration. Although a company can alter its Articles to provide for forfeiture of unclaimed dividends, a public company would then find difficulty in obtaining quotations for its shares, owing to the objection of Stock Exchange committees to such clauses. The present Table A contains no such provision, and, even in the case of a private company, the Court would probably grant relief, owing to the harshness of the principle. The effect of not claiming a dividend is that the money is left on loan, free of interest, and it is inequitable for the company thereupon to confiscate the lender's principal. The same remark applies to the proposal to legalise previous forfeitures made by the company.

Income Tax on Share brought into Hotchpot.

Q. 2483. A testator left the residue of his estate (subject to an annuity to his widow) to his children in equal shares, and directed that a sum of £2,000, which he had advanced to one of them, should be brought into hotchpot. A part of the residue being represented by unsaleable property which cannot be distributed, the trustees receive and divide yearly the surplus income amongst the residuary legatees. In so doing, interest at 4 per cent. on £2,000 is debited (without deduction of income tax) to the advanced share, and the like amount credited to income account, so that each legatee gets a share of this interest. Are the trustees liable for income tax on this interest? They receive no money, the debit and credit being merely book entries for the purpose of effecting an equality of division. The rest of the income is taxed at source.

A. Trustees are only liable to account to the revenue for tax on income actually received by them (when tax is not deducted at the source), and to supply to the Inspector of Taxes the names, etc., of persons responsible for tax who receive income under the trust direct (Inc. T.A., 1918, s. 103 (3)). The trustees have not, however, proceeded on a right basis if, for the purposes of division, they have added the *gross* interest on the £2,000 to *net* income from the estate. The gross interest on the advance should be added to the *gross* income from the estate for the purpose of equality (*Re Foster Hunt* v. *Foster* (1920) 89 L.J., Ch. 206). In practice, we believe that what is usually done is to debit the persons advanced with interest, less tax, which comes to much the same thing.

Attorney's Use of Company's Seal.

Q. 2484. A private company, incorporated in 1925, for the development of land adopts subject to certain modifications Table A. The articles require that the company's seal must be affixed to all instruments in the presence of two directors and the secretary. All the directors except one are temporarily going abroad, and during their absence it will be necessary to seal conveyances. Can the persons going abroad appoint someone by power of attorney to execute such conveyances on their behalf or does the rule *delegatus non potent delegare* apply. The articles provide that the directors may from time to time delegate to any manager, director, attorney or agent any of the powers, authorities and discretions for the time being vested in the directors. It has been suggested that a board meeting should be held prior to the departure abroad of the directors and to pass a resolution delegating to the director remaining at home and some other person all the powers of the directors. Would this clothe the director remaining at home and such other person with sufficient power to execute a conveyance notwithstanding the article which requires all instruments to be sealed in the presence of two directors and the secretary. If this is not possible perhaps you will recommend what should be done.

A. The powers of delegation, which are provided by the articles are subordinate to the express provision relating to the company's seal, as stated above. The maxim *expressum facit cessare tacitum* therefore applies, and the procedure suggested in the question would be *ultra vires*. It is to be noted that, by the Companies Act, 1929, ss. 31 and 32, provision is made for the use of a seal abroad, while the directors remain in this country, but there is no provision for the converse case of the directors being abroad, while the seal remains in this country. The only course is to appoint an additional director, for a period up to a certain date (or until such time as the other directors may return) and with such limitations upon his powers as may be necessary. If the number of directors is already the maximum allowed by the articles, one of them should resign, on the understanding that he suffers no loss of emoluments, and shall be re-appointed on his return.

In Lighter Vein.

THE WEEK'S ANNIVERSARY.

During the night of the 4th June, 1800, Sir Francis Buller died. He was buried in the churchyard of St. Andrew's, Holborn. It was during a game of piquet that he was suddenly seized with his last illness, a strange coincidence, for he was so fond of cards that he once declared that his idea of Heaven was to sit at *Nisi Prius* all day and play whist all night. At the time of his death, he was already contemplating retirement, for although he was but fifty-four years old, he had already been twenty-two years a judge, having been appointed a Justice of the King's Bench at the age of thirty-two, the youngest man ever to enjoy such promotion. He seems to have had a knack for early achievement, for he was only seventeen when he married an heiress. We have no idea what was the lady's opinion of his famous ruling that a husband is entitled to beat his wife with a stick no thicker than his thumb—a decision which earned him the nickname of "Judge Thumb" in his own time and assured him remembrance in these feministic days. As a lawyer and a judge, he possessed the highest qualities, his only fault on the Bench being an impatient and irritable temper.

THE NOTE TRADITION.

The tug-o'-war for the judge's notes has concluded with due dignity and the Master of the Rolls has made explicit a hitherto undefined tradition which has existed, he said, "so long that I do not stop to inquire the source or foundation of the practice." Certainly the custom of notetaking was well established over a century ago, for it will be remembered that in *Bardell* v. *Pickwick*, Mr. Justice Stareleigh took down the evidence and when it came to summing-up "read as much of his notes to the jury as he could decipher on so short a notice." Still, the scope of the duty does not seem to have been very clearly defined until much later. Everyone remembers the famous occasion when Vice-Chancellor Bacon's notes for the appeal judges consisted simply of a caricature of the appellant with the comment, "This man is a liar." Much later on, an appeal from Mr. Justice Day's decision in a very tedious nuisance case, in which a gentleman with an extremely prominent nasal organ was defendant, the judge's notes were found to consist of a single sentence: "He says he did not smell it—with such a nose!"

SEASONABLE EXCUSES.

The Derby always recalls a number of stories connected with the various subterfuges adopted by counsel, witnesses and even judges to secure a day's freedom from legal responsibilities in honour of the event. I like particularly the elaborately technical euphemism of the famous Merewether, Q.C., of the Parliamentary Bar. "What! are you going to Epsom, Mr. Merewether?" inquired the Chairman of a Committee when asked whether he intended to sit on Derby Day. "No, my lord," replied the "silk," "I will be in a grand *locus standi* case to-morrow. It is a question of running powers." Mr. Justice Hawkins was notorious not only for using every means to attend race-meetings but also for getting other people to shoulder the responsibility. One year he persuaded a leader whose case was set down for hearing in his court on Derby Day to apply for an adjournment last thing the day before. The "silk" complied although he did not share the judge's interest in racing, but when he made his application Hawkins saw fit to simulate reluctance. "I am afraid," he said, "that except for some good reason I cannot interfere with the ordinary course of business." "Well, my lord," persisted the leader loyally, "the fact is, it is a matter of very personal convenience." "Of course, in that case, I have nothing further to say and the case is adjourned," replied his lordship, "but I strongly suspect you want to go to a certain meeting. Oh! you wicked old man!"

NEW RESISTANCE.

The tithe resisters who recently received so severe a warning from His Honour Judge Clements, seem as if they might lead our normally submissive times back to the days when physical resistance was the bailiff's portion and making him eat his writ was almost a national pastime. It was very effectively practised by the future Serjeant Davy in the days when he was a rather unsuccessful chemist. Everyone knows the story of the bailiff who came to Lord Norbury to complain that he had been forced to swallow his writ. "I hope it is not returnable in this court" was all the comfort he received from that hilarious Chief Justice.

Correspondence.

Some Practical Observations on the Effect of Section 20 of the Finance Act, 1922.

Sir,—With reference to the most interesting article on s. 20 of the Finance Act, 1922, which appears in your last issue, your contributor does not refer to the loss of the statutory allowance for a child that would result if the covenant by the parent involves an annual payment exceeding £50 to the child.

Furthermore, the recent case of *Watson* v. *Wiggins* (*Inspector of Taxes*) heard by Rowlatt, J., on 17th March, 1932, has, according to our information on the case, not obtained from an authentic report, an interesting bearing on this article.

This case decided that the reservation of a power of revocation to the covenantor did not make the annuity the income of the settlor under sub-s. 1 (*c*).

Warrington. ROBERT DAVIES & CO.
30th May.

[We thank Messrs. Robert Davies & Co., and the other subscribers who have written similar letters, and hope to be able to publish a further article by the same contributor in due course.—ED., *Sol. J.*]

Obituary.

MR. E. F. SPENCE, K.C.

Mr. Edward Fordham Spence, K.C., died at his residence at Newbury on Saturday, the 28th May, at the age of seventy-one. Mr. Spence was educated at Charterhouse and, having served his articles with Messrs. Duignan and Smiles, now Messrs. Smiles and Co., of Bedford-row, he was admitted a solicitor in 1882. He became managing clerk to Messrs. Chapple, Welch and Chapple, and, in 1890, he was called to the Bar by the Middle Temple. He took silk in 1925 and retired three years later. He wrote several books, including his volume of reminiscences, "Bar and Buskin," which was published in 1930. Mr. Spence also became well known for his fearless dramatic criticisms in the old "Westminster Gazette," after having worked hard as dramatic critic for several other newspapers. He was a keen fisherman, and wrote an excellent book on the subject.

MR. A. B. CROSBY.

Mr. A. B. Crosby, Registrar of the Middlesbrough County Court, died after a short illness on Saturday, the 28th May, at Stockton-on-Tees at the age of seventy-three. After taking his degree at Cambridge, Mr. Crosby served his articles with his father, Mr. Timothy Crosby, a former Registrar of the Middlesbrough County Court, and was admitted a solicitor in 1884. He was a member of the Stockton-on-Tees Corporation and the Durham County Council, and was elected Mayor of Stockton-on-Tees in 1901. He later became Town Clerk and held that office for fourteen years, until in 1915 he was appointed Registrar.

MR. W. H. CANDLER.

Mr. Walter Howard Candler, solicitor, of Bognor Regis, died on Saturday, the 21st May, after a very short illness, at the age of fifty-six. A son of the late Mr. Howard Candler, M.A., mathematical master of Uppingham School, he was admitted a solicitor in 1901, and went to Bognor in 1905. He was for some years Clerk to the Felpham Parish Council, but his professional work increased so rapidly that he gave up the post two or three years ago. Mr. Candler was a prominent Freemason.

MR. J. E. S. HICKEY.

Mr. John Edward Sheridan Hickey, retired solicitor, of Poole, died at his home on Thursday, the 26th May, at the age of sixty-eight. Born at Bristol, he went to Poole at the age of seventeen and served his articles with Messrs. Trevanion, Curtis and Ridley. He was admitted a solicitor in 1907, and went into practice on his own account at Bournemouth. He became honorary solicitor to several trade organisations in that town, and when the Bournemouth Chamber of Trade was formed in 1916, he was appointed honorary solicitor. He retired from business owing to failing health in 1930.

MR. C. W. STRINGER.

Mr. Charles Woodcock Stringer, solicitor, senior partner in the firm of Messrs. Lamb and Stringer, solicitors, of Kettering, died suddenly at his home there on Tuesday, the 24th May, at the age of seventy-seven. Born at Wakefield, he was admitted a solicitor in 1876, and went to Kettering two years later, where he joined the firm of which he remained a partner until the time of his death. He was keenly interested in education, having been a member of the local School Board from 1892 until 1903, and also Clerk to the Foundation Governors of the Kettering Grammar School for many years. Mr. Stringer was one of the original members of the Kettering Golf Club.

Notes of Cases.

House of Lords.

McAlister or Donoghue (Pauper) *v.* Stevenson.

26th May.

NEGLIGENCE—MANUFACTURER AND CONSUMER—DEAD SNAIL IN GINGER-BEER BOTTLE—LIABILITY OF MANUFACTURER.

In this appeal from the Second Division of the Court of Session in Scotland it was judicially stated that no more important problem had occupied the House in its judicial capacity.

The appellant, a shop assistant, sought to recover from the respondent, an ærated water manufacturer, on the ground of his alleged negligence, £500 as damages for the injurious effects alleged to have been caused by the presence of a snail in a bottle of ginger-beer manufactured by the respondent, and ordered for the appellant in a shop in Paisley by a friend of the appellant. In consequence of her having drunk part of the contents of the bottle the appellant alleged that she contracted a serious illness. The bottle was stated to have been of opaque glass and bore the name of the respondent. The Second Division by a majority recalled the interlocutor of the Lord Ordinary and dismissed the action.

The HOUSE, by a majority (Lord ATKIN, Lord THANKERTON and Lord MACMILLAN: Lord BUCKMASTER and Lord TOMLIN dissenting), allowed the appeal.

Lord ATKIN referred to several authorities which in his opinion supported the view that in such a case as the present the manufacturer owed a duty to the consumer to be careful, and distinguished certain other authorities referred to in the court below as laying down the proposition that no such duty existed. In conclusion, he said, that if their lordships accepted the view that the appellant's pleading disclosed a relevant cause of action they would be affirming the proposition that by Scots and English law alike a manufacturer of products which he sold in such a form as to show that he intended them to reach the ultimate consumer in the form in which they left him with no reasonable possibility of intermediate examination and with the knowledge that the absence of reasonable care was likely to result in injury to the consumer's life or property, owed a duty to the consumer to take that reasonable care. It was a proposition that he ventured to say no one in Scotland or England who was not a lawyer would for a moment doubt. The appeal should be allowed.

COUNSEL: *George Morton*, K.C., and *W. R. Milligan; Normand*, K.C. (Solicitor-General for Scotland), *J. L. Clyde* and *T. Elder Jones*.

SOLICITORS: *Horner & Horner*, for *W. G. Leechman & Co.*, Glasgow and Edinburgh; *Lawrence Jones & Co.*, for *Niven, Macniven & Co.*, Glasgow, and *Macpherson & Mackay*, W.S., Edinburgh.

[Reported by S. E. WILLIAMS, Esq., Barrister-at-Law.]

High Court—Chancery Division.

In re Airedale Garage Company, Ltd.: Anglo-South American Bank, Ltd. *v.* The Company.

Eve, J. 3rd May.

COMPANY—RECEIVER—RATES—DERATING CANCELLED—PREFERENTIAL PAYMENTS—"DUE AND PAYABLE"—COMPANIES ACT, 1929, ss. 78, 264.

This was a summons by the liquidator asking for directions as to the payment of rates to the Corporation of Bradford by the receiver. The summons raised the question whether if a company's premises have been derated under the Local Government Act, 1929, and the derating has been cancelled after the company has gone into liquidation or a receiver has been appointed, the extra rates imposed rank as a preferential debt within s. 264 of the Companies Act, 1929, as having become "due and payable" within twelve months before the date of the appointment of the receiver. On 28th January, 1931, a receiver was appointed and he discharged all rates down to the end of March, 1931. The corporation were entitled as preferential creditors for the period between 1st April, 1930, and 28th January, 1931. On 28th September, 1931, the receiver was notified that the derating, except as to a small part, had been cancelled, the rateable figure being raised from £72 to £212, and the question was whether the increased demand for the period from 1st April, 1930, to 28th January, 1931, ranked as a preferential debt or ought to be dealt with as an ordinary unsecured debt of the company, as the receiver claimed that it should be.

EVE, J., in delivering judgment, said the extra rates were not to be treated as preferential payments within the section. It was obvious that the increased rate did not become "due and payable" before 28th January, 1931, if the words were to be assigned their ordinary meaning. The company, in common with other ratepayers, could not dispute its liability to pay the increased demand, as it was deemed to have had effect as on 1st April, 1930, but as it was not in fact due and payable within the relevant twelve months no claim to have it treated as a preferential debt could be successfully asserted. The claim of the corporation would be dismissed with costs. Leave to appeal was given.

COUNSEL: *Philip Sykes; A. M. Trustram Eve.*

SOLICITORS: *Jaques & Co.*, for *A. Gaukroger*, Bradford; *Torr & Co.*, for the *Town Clerk*, Bradford.

[Reported by S. E. WILLIAMS, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

Hennell *v.* Commissioners of Inland Revenue.

Rowlatt, J. 17th March.

DEED OF COVENANT—MONTHLY PAYMENT—STAMP DUTY—ANNUITY—"SUM OR SUMS OF MONEY AT STATED PERIODS."

This was a case stated under s. 13 of the Stamp Act, 1891, in respect of a deed of covenant whereby the appellant, Bernard Hennell, covenanted with his son, Ian Alexander, to pay to the son during the joint lives of the parties the sum of £21 13s. 4d. on the first day of every calendar month. It was contended by the appellant that the deed was chargeable with stamp duty under the head of charge in the First Schedule to the Stamp Act, 1891, of "Bond covenant or instrument of any kind whatsoever." The Commissioners, however, claimed that the payment secured by the deed was an annuity of £260, and that the proper duty was 2s. 6d. for every £5 for that sum, viz. £6 10s., and made an assessment accordingly. The deed was stamped in accordance with that assessment, but the appellant being dissatisfied with it, required a case to be stated for the opinion of the court, contending that the deed was a security for a "sum or sums of money at stated periods," and not for an annuity, and that the duty thereon should be 2s. 6d. for every £5 or part of £5 of "the sum periodically payable," i.e. of the £21 13s. 4d.

ROWLATT, J., held that he was bound by the decisions in *Clifford* v. *Commissioners of Inland Revenue* [1896] 2 Q.B. 187, and *Jackson* v. *Commissioners of Inland Revenue* (1902), 50 W.R. 666, to hold that the deed was not a security for an annuity, and that the proper duty payable was 2s. 6d. for every £5 or part of £5 of the monthly payment, i.e. 12s. 6d. Appeal allowed, with costs, and repayment of £5 17s. 6d., the overpaid duty, ordered.

COUNSEL: *E. Milner Holland* for the appellant; *the Solicitor-General* (Sir Boyd Merriman, K.C.) for the Commissioners.

SOLICITORS: *J. C. Fox Gamble & Son* for the appellant; *The Solicitor of Inland Revenue.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

Probate, Divorce and Admiralty Division.

Dufty *v.* Dufty.

Lord Merrivale, P. 22nd March.

DIVORCE—REDUCTION OF MAINTENANCE—DIMINUTION OF FORMER HUSBAND'S INCOME—RE-MARRIAGE OF FORMER WIFE—SUBSTANTIAL MEANS OF AFTER-TAKEN HUSBAND—INTERIM ORDER OF ONE YEAR'S DURATION—SUPREME COURT OF JUDICATURE (CONSOLIDATION) ACT, 1925 (15 & 16 Geo. 5, c. 49), s. 190.

This was the resumed hearing of a petition for decrease of maintenance (reported [1931] P. 116) which had been stood over for six months with liberty to either party to apply thereafter to have it disposed of, adding evidence as the circumstances might require. The facts appear sufficiently from the judgment.

LORD MERRIVALE, P., in the course of delivering a considered judgment, said on the wife's petition a decree was made absolute in December, 1929. In January, 1930, an order was made for maintenance during joint lives, or until further order, at £8 per week. Both parties re-married, and by his second marriage Mr. Dufty had two children. In June, 1930, Mr. Dufty petitioned for a decrease in the allowance on the grounds of his own income having substantially decreased and of his former wife's fortune having increased by reason of her second marriage to Mr. Townsend in May of that year. An interim order was made reducing the allowance to £6 per week. The Registrar reported that Mrs. Townsend's income was nil, but that she received a housekeeping allowance of £4 per week; that she owned certain property, and would receive between £650 and £700 in insurance moneys within two years. Mr. Townsend had conveyed to her freehold property yielding £190 per annum, which however was to be received by him during their joint lives. Including that property, Mr. Townsend's receipts from house property were upwards of £700 per annum. Last year Mr. Dufty's business barely paid its way after allowing for interest on capital, although the three years' average for the years 1928, 1929 and 1930 was £1,766. From these findings it appeared that there had been a steady diminution in Mr. Dufty's income, and that Mrs. Townsend was not threatened with destitution or privation by reason of a temporary reduction in the amount payable under the order. For one year from date the amount payable would be £4 per week. In December Mr. Dufty must inform Mrs. Townsend or put her in a position to know fully the business outcome of the current year, and if the parties could not then agree as to future payments the matter must come again before the Registrar.

COUNSEL: *J. Neal*, for Mr. Dufty: *Leslie Marks*, for Mrs. Townsend.

SOLICITORS: *Jackson & Jackson; Gibson & Weldon*, for *J. H. Gunnell & Spiro*, Birmingham.

[Reported by J. F. COMPTON-MILLER, Esq., Barrister-at-Law.]

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Societies.

The Law Society.

The Annual General Meeting of the Members of The Law Society will be held in the Hall of the Society on Friday, the 8th day of July, at 2 p.m.

The following are the names of the Members of the Council retiring by rotation: Mr. Colclough, Mr. H. M. Foster, Mr. Garrett, Mr. Gillett, Mr. Holme, Mr. Ingledew, Mr. Longmore, Mr. Martineau, Mr. Mortimer, Mr. Woodhouse.

So far as is known they will be nominated for re-election.

There are two other vacancies caused by the resignation of Sir Arthur Copson Peake and by the death of Dr. Charles Mackintosh.

The City of London Solicitors' Company.

ANNUAL GENERAL MEETING.

Mr. J. H. N. Armstrong, the retiring master, took the chair at the twenty-third annual general meeting of this company, held at the Guildhall, on the 26th May. In presenting the report of the Court of Assistants, he condoled with the company on the loss of several members: the court had only heard that afternoon of the death of Mr. White, of Messrs. Whites & Co., and of Mr. Rowton, of Hayes, Rowton & Dunn. The company would deeply regret their loss and would desire to express sympathy with the relatives.

The financial crisis had, he said, prevented the usual flood of legislation. The profession as a whole would probably feel that it had endured a surfeit of legislation and would be very thankful to be spared many long and elaborate Bills. The court had considered the question of the Solicitors' Bills and had decided that The Law Society, the governing body of the profession, ought, on principle, to be supported in every possible way. It had suggested certain matters of detail, both in the Bill and in the rules, which would be made under it if it became law.

If the new procedure rules were carried out, the profession might hope that the cost of litigation would be considerably reduced. Only experience would show whether the new rules were satisfactory, but the court felt strongly that there was no chance for their successful working without real co-operation among solicitors, a co-operation which could only be secured by mutual confidence. One of the great purposes of the company was to promote good fellowship amongst solicitors, and this was one of the surest means of promoting confidence. As a living example of good fellowship, combined with keen legal ability, the president pointed to Mr. S. C. Scott, second senior past master, who had celebrated his sixtieth year in the profession. It was urgently necessary that the membership of the company should increase, and the court appealed to all members to endeavour to introduce new recruits. The articles were being altered with the idea of introducing new blood into the court, a measure which should be of great value. The president paid tribute to the devoted work of the hon. treasurer, the hon. auditor, and the clerk, Capt. C. B. Matthews.

Mr. R. S. Fraser, senior warden, seconded the motion. He said that the company was much indebted for the new rules of procedure to Mr. E. G. Roscoe, the junior steward. He himself hoped that the rules would be extended to arbitration.

The meeting adopted the report unanimously, and also the accounts, which showed a surplus of £157. A vote of thanks to the master was proposed by Mr. G. L. F. McNair and seconded by Mr. Scott.

The following were present: Mr. R. S. Fraser (senior warden), Mr. M. C. Matthews (junior warden), Mr. G. L. F. McNair (past master and hon. treasurer), Mr. Sydney C. Scott (past master), Mr. T. H. Wrensted (past master), Mr. E. Burrell Baggallay, J.O. (past master), Mr. J. Montague Haslip, J.O. (past master), Mr. G. Stanley Pott (past master), Mr. P. D. Botterell, C.B.E. (past master), Mr. Hugh D. P. Francis, M.C., T.D. (past master), Mr. Harry Knox (past master), Mr. E. J. Stannard (past master), Mr. F. M. Guedalle (past master), Hon. E. G. Eliot (senior steward), Mr. E. G. Roscoe (junior steward), Mr. Anthony Pickford, Mr. H. S. Syrett, C.B.E., Mr. E. A. Rehder, Mr. A. Hair, Mr. A. T. Cummings, Mr. C. S. Golding, Mr. L. C. Bullock, Mr. A. S. Hicks, F.C.A. (hon. auditor), and Mr. C. B. Matthews (clerk).

Chester and North Wales Incorporated Law Society.

The fifty-first annual meeting of this Society was held at the Town Hall, Chester, on Wednesday, 25th May, the Vice-President, Mr. J. P. Whittingham, Nantwich, in the chair, owing to the absence of the President, Mr. Jos. H. Bate, Wrexham, through illness. It was reported that the Society now numbers 192 members.

The John Allington Hughes and the Sir Horatio Lloyd Prizes for 1931 were presented by the chairman to Mr. Harold Kenneth Hockenhull, who served his articles with Mr. F. Horace Cooke, of Crewe, and gained First Class Honours in November last. The Horace Cooke Prize for Intermediate Students was presented to Mr. Richard William Henry Elsden, who is serving his articles with Mr. W. F. Youde, of the firm of Messrs. Walker, Smith & Way, Chester.

The following were elected officers of the Society for the ensuing year: President, Mr. J. P. Whittingham (Nantwich); Vice-President, Mr. W. H. Barnes (Chester); Hon. Treasurer, Mr. Gerald S. Martyn (Chester); Hon. Secretary, Mr. Henry G. Hope (Chester); Assistant Hon. Secretary, Mr. Alan M. Miln (Chester); Hon. Auditors, Messrs. G. H. Evans and V. H. Dickson (both of Chester). The following, with the five first-named officers, are the Committee for the year, viz.: Messrs. F. Horace Cooke (Crewe), R. Gordon Roberts (Llangefni), Joseph Lloyd (Rhyl), W. A. V. Churton (Chester), J. Parkinson (Winsford), S. C. Richards (Llangollen), J. Pentir Williams (Bangor), Jos. H. Bate (Wrexham), T. H. Morgan (Colwyn Bay), T. Moore Dutton (Chester), H. Caldecutt (Knutsford), and Cyril O. Jones (Wrexham).

The annual dinner was held in the evening at the Grosvenor Hotel under the presidency of Mr. J. P. Whittingham. The guests of the Society were His Honour Judge Sir T. Artemus Jones, Mr. J. P. Elsden, Mr. H. K. Hockenhull and Mr. R. W. H. Elsden.

Rules and Orders.

NEW PROCEDURE.

SUMMONSES IN CHAMBERS.

Proceedings in Chambers are held in private.

No report as to facts or parties in particular cases may be published.

But "New Procedure," which is intended for the public benefit, must be understood by the profession and by the public.

I have, therefore, requested the judges taking these cases to allow any barrister in robes or any shorthand writer nominated by him and for whom he will be responsible, any solicitor qualified to give a certificate or any person having a summons in the day's list, to sit in Chambers whilst the making of the appropriate order in all cases in the list is discussed.

When a general principle is apparently evolved or a definite rule of procedure is seemingly being laid down there is no objection to its publication by those who have been in Chambers.

But it must be clearly understood that this relaxation of the rule that proceedings in Chambers are private is only for the purpose of acquainting the public and the legal profession with the advantages of Ord. 38A and does not permit a public announcement or report of the pending issues or the facts relevant thereto in any particular case. Any infringement of the ordinary rule as read in the light of this notice will continue to be a contempt of court.

27th May, 1932. *Hewart*, C.J.

SUMMER ASSIZES.

The days and places fixed for the Summer Assizes, 1932, on the Western Circuit (Second Portion, Mr. Justice Avory and Mr. Justice Charles) are as follows: Wednesday, 15th June at Exeter; Saturday, 25th June, at Bristol; Saturday, 2nd July, at Winchester.

Parliamentary News.

Progress of Bills.

House of Lords.

Agricultural Credits (Mortgages) Bill.
Reported without Amendment. [1st June.
Birkenhead Corporation Bill.
Read Second Time. [26th May.
Cambridge Corporation Bill.
Read Third Time. [31st May.
Carriage by Air Bill.
Read First Time. [1st June.
Chesterfield and Bolsover Bill.
Read Second Time. [26th May.
Children and Young Persons Bill.
Read Second Time. [26th May.
Epsom College Scheme Confirmation Bill.
Read Second Time. [1st June.
Ford Street Charity Scheme Confirmation Bill.
Read Second Time. [1st June.
Gas Light and Coke Company Bill.
Read Third Time. [26th May.
Gateshead Extension Bill.
Read First Time. [26th May.
Goldsmiths' Consolidated Charities Scheme Confirmation Bill.
Read Second Time. [1st June.
Kendal Corn Rent Bill.
Read First Time. [26th May.
Maidstone Bread Charities Scheme Confirmation Bill.
Read Second Time. [1st June.
Marriage (Naval, Military and Air Force Chapels) Bill.
Read Third Time. [31st May.
Ministry of Health Provisional Order Confirmation (Hailsham Water) Bill.
Read Second Time. [26th May.
Ministry of Health Provisional Order Confirmation (Henley-on-Thames Water) Bill.
Read Second Time. [26th May.
Ministry of Health Provisional Order Confirmation (Hertford) Bill.
Read Second Time. [26th May.
Ministry of Health Provisional Order (Northampton) Bill.
Reported, without Amendment. [1st June.
Ministry of Health Provisional Orders Confirmation (Elham Valley Water and Herts and Essex Water) Bill.
Read Second Time. [31st May.
Ministry of Health Provisional Orders (Derby and Stalybridge, Hyde, Mossley and Dukinfield Tramways and Electricity Board) Bill.
Reported, without Amendment. [1st June.
Ministry of Health Provisional Orders (Lindsey and Lincoln Joint Smallpox Hospital District and Wandle Valley Joint Sewerage District) Bill.
Reported, without Amendment. [1st June.
North-Eastern Electric Supply Bill.
Read Third Time. [26th May.
Nottingham Corporation Bill.
Read Second Time. [1st June.
Oakham Gas and Electricity Bill.
Read Second Time. [31st May.
Port of London (Various Powers) Bill.
Read Third Time. [26th May.
Public Health (Cleansing of Shell-Fish) Bill.
Read Second Time. [31st May.
Rights of Way Bill.
Read First Time. [31st May.
Scarborough Gas Bill.
Read Third Time. [26th May.
South Lancashire Transport Company (Trolley Vehicles) Provisional Order Bill.
Read First Time. [31st May.
Southern Railway Bill.
Read Second Time. [26th May.

House of Commons.

Bridgwater Corporation Bill.
Read Third Time. [26th May.
Coal Mines Bill.
In Committee. [1st June.
Commercial Gas Bill.
Read Third Time. [1st June.
Dagenham Trading Estate Bill.
Reported, with Amendments. [27th May.
Finance Bill.
In Committee. [26th May.
Gas Light and Coke Company Bill.
Read First Time. [26th May.

Guaranty Executor and Trustee Company Limited

ACCEPTS APPOINTMENTS AS :—

Executor and Trustee of a Will

Trustee of a Settlement, etc.

Substituted Trustee

Custodian Trustee

Ancillary Administrator, etc.

The Company also undertakes the proving of death in America in respect of American Assets.

Full particulars on application

32 Lombard Street E.C.3

Gas Undertakings Bill.
Read Second Time. [30th May.
Gateshead Extension Bill.
Read Third Time. [26th May.
Kendal Corn Rent Bill.
Read Third Time. [26th May.
Law of Property (Entailed Interests) (No. 2) Bill.
Read Third Time. [30th May.
London United Tramways, Limited (Trolley Vehicles) Provisional Order Bill.
Read Second Time. [27th May.
Metropolitan Water Board Bill.
Read Second Time. [30th May.
North Metropolitan Electric Power Supply Bill.
Read Second Time. [30th May.
Port of London (Various Powers) Bill.
Read First Time. [26th May.
Rating and Valuation (No. 2) Bill.
Read First Time. [26th May.
Rhyl Urban District Council Bill.
Read Third Time. [26th May.
Rights of Way Bill.
Read Third Time. [27th May.
South Lancashire Transport Company (Trolley Vehicles) Provisional Order Bill.
Read Third Time. [30th May.
South Suburban Gas Bill.
Read Third Time. [1st June.
Sunday Entertainments Bill.
Read Second Time. [27th May.
Thames Conservancy Bill.
Reported, with Amendments. [27th May.
Warrington Extension Bill.
Read Second Time. [30th May.
Welwyn Garden City Urban District Council Bill.
Reported, with Amendments. [27th May.

Questions to Ministers.

LAND REGISTRATION.

Sir C. CAYZER asked the Financial Secretary to the Treasury whether, in view of the fact that the Land Registry Department is not only self-supporting, but has been able to build

up a substantial insurance fund out of its surplus revenue, he can state what are the objections to making the adoption of the Land Registry scheme compulsory for all councils and municipalities, in view of the increase in employment and efficiency which would result?

The SOLICITOR-GENERAL: I have been asked to reply. It rests with each county council or county borough council to take the initiative in this matter. The Land Registration Act, 1925, provides that no compulsory order shall be made, except at the instance of these bodies, until the 1st January, 1936. This date was chosen as affording a suitable period for the experimental stage. It would be most undesirable to go back upon the arrangement then sanctioned by Parliament. [25th May.

COMPANIES ACT.

Sir JOHN FERGUSON asked the President of the Board of Trade whether he will, when amending the Companies Act, 1929, provide that such items as capital profits and revenue profits and reserves for contingencies and surpluses on sales of investments and sundry creditors and credit balances shall in each case be shown separately in published balance sheets; that the items debtors shall not include loans to an associated concern; and that the terms sundry creditors and credit balances shall not by any means be used for concealing any item of detailed information to which shareholders are already by law entitled?

Mr. RUNCIMAN: The suggestions made by my hon. Friend have been noted for investigation when the question of amending the Companies Act is under consideration. [31st May.

Legal Notes and News.

Honours and Appointments.

The King has been graciously pleased to approve of the appointment of The Honourable Sir FRANK GAVAN DUFFY, K.C.M.G., Chief Justice of the High Court of Australia, to be a Member of His Majesty's Most Honourable Privy Council.

Mr. A. S. RUDDOCK, solicitor, Assistant Solicitor to the Middlesbrough Corporation, has been appointed Assistant Solicitor to the County Council of Somerset.

Mr. J. P. WHITTINGHAM, solicitor, of Nantwich, who had been vice-president of the Chester and North Wales Incorporated Law Society, has now been elected President of the Society.

Professional Announcements.

(2s. per line.)

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Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

DATE.	EMERGENCY ROTA.	APPEAL COURT No. 1.	GROUP I. MR. JUSTICE EVE. Witness. Part I.	MR. JUSTICE MAUGHAM. Non-Witness.
M'nd'y June 6	Mr. Hicks Beach	Mr. Ritchie	Mr.*Andrews	Mr. More
Tuesday .. 7	Andrews	Blaker	*More	Ritchie
Wednesday 8	Jones	More	*Ritchie	Andrews
Thursday . 9	Ritchie	Hicks Beach	Andrews	More
Friday 10	Blaker	Andrews	*More	Ritchie
Saturday .. 11	More	Jones	Ritchie	Andrews

DATE.	GROUP I. MR. JUSTICE BENNETT. Witness Part II.	MR. JUSTICE CLAUSON. Non-Witness.	GROUP II. MR. JUSTICE LUXMOORE. Witness. Part II.	MR. JUSTICE FARWELL. Witness Part I.
M'nd'y June 6	Mr. Ritchie	Mr. Jones	Mr.*Hicks Beach	Mr.*Blaker
Tuesday .. 7	*Andrews	Hicks Beach	Blaker	*Jones
Wednesday 8	More	Blaker	*Jones	*Hicks Beach
Thursday . 9	*Ritchie	Jones	Hicks Beach	*Blaker
Friday 10	Andrews	Hicks Beach	*Blaker	Jones
Saturday .. 11	More	Blaker	Jones	Hicks Beach

*The Registrar will be in Chambers on these days, and also on the days when the Court is not sitting.

VALUATIONS FOR INSURANCE. It is very essential that all Policy Holders should have a detailed valuation of their effects. Property is frequently very inadequately insured, and in case of loss insurers suffer accordingly. **DEBENHAM STORR & SONS (LIMITED)**, 26, King Street, Covent Garden, W.C.2, the well-known chattel valuers and auctioneers (established over 100 years), have a staff of expert valuers and will be glad to advise those desiring valuations for any purpose. Jewels, plate, furs, furniture, works of art, bric-a-brac, a speciality. 'Phone: Temple Bar 1181-2.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (12th May, 1932) 2½%. Next London Stock Exchange Settlement Thursday, 9th June, 1932.

	Middle Price 1 June 1932.	Flat Interest Yield.			Approximate Yield with redemption		
		£	s.	d.	£	s.	d.
English Government Securities.							
Consols 4% 1957 or after	98¼	4	1	6	—		
Consols 2½%	63½	3	18	8	—		
War Loan 5% 1929-47	101½	4	18	6	—		
War Loan 4½% 1925-45	101½	4	8	8	4	7	0
Funding 4% Loan 1960-90	100¾	3	19	9	3	19	10
Victory 4% Loan (Available for Estate Duty at par) Average life 31 years	100½	3	19	7	3	19	6
Conversion 5% Loan 1944-64	108⅛	4	12	2	4	9	11
Conversion 4½% Loan 1940-44	103¼xd	4	7	0	4	2	6
Conversion 3½% Loan 1961	88¼	3	19	4	—		
Local Loans 3% Stock 1912 or after	74½	4	0	6	—		
Bank Stock	277	4	6	6	—		
India 4½% 1950-55	90	5	0	0	—		
India 3½%	68	5	2	11	—		
India 3%	58	5	3	5	—		
Sudan 4½% 1939-73	102	4	8	3	4	7	10
Sudan 4% 1974	96	4	3	4	4	4	2
Transvaal Government 3% 1923-53 (Guaranteed by British Government.)	92	3	5	3	3	11	1
Colonial Securities.							
Canada 3% 1938	94	3	3	9	4	2	10
Cape of Good Hope 4% 1916-36	98	4	1	8	4	10	1
Cape of Good Hope 3½% 1929-49	85	4	2	4	4	16	6
Ceylon 5% 1960-70	107	4	13	5	4	12	2
Commonwealth of Australia 5% 1945-75	94xd	5	6	5	5	7	1
Gold Coast 4½% 1956	101	4	9	1	4	8	7
Jamaica 4½% 1941-71	101	4	9	1	4	18	11
Natal 4% 1937	98	4	1	8	4	9	1
New South Wales 4½% 1935-45	76½	5	17	8	7	7	6
New South Wales 5% 1945-65	82½	6	1	3	6	5	3
New Zealand 4½% 1945	90	5	0	0	5	12	4
New Zealand 5% 1946	99	5	1	0	5	2	1
Nigeria 5% 1950-60	106	4	14	4	4	12	3
Queensland 5% 1940-60	86⅛	5	15	7	6	0	3
South Africa 5% 1945-75	103⅛	4	16	8	4	16	3
South Australia 5% 1945-75	88¼xd	5	13	0	5	14	6
Tasmania 5% 1945-75	90½	5	10	6	5	11	8
Victoria 5% 1945-75	89½	5	11	8	5	13	0
West Australia 5% 1945-75	90½	5	10	6	5	11	8
Corporation Stocks.							
Birmingham 3% on or after 1947 or at option of Corporation	72	4	3	4	—		
Birmingham 5% 1946-56	107	4	13	5	4	10	2
Cardiff 5% 1945-65	103	4	17	1	4	16	5
Croydon 3% 1940-60	78	3	17	0	4	8	0
Hastings 5% 1947-67	106	4	14	4	4	13	0
Hull 3½% 1925-55	84	4	3	4	4	13	0
Liverpool 3½% Redeemable by agreement with holders or by purchase	84	4	3	4	—		
London County 2½% Consolidated Stock after 1920 at option of Corporation	61	4	2	0	—		
London County 3% Consolidated Stock after 1920 at option of Corporation	73	4	2	2	—		
Metropolitan Water Board 3% "A" 1963-2003	73⅛	4	1	8	—		
Do. do. 3% "B" 1934-2003	75	4	0	0	—		
Middlesex C.C. 3½% 1927-47	91	3	16	11	4	6	8
Newcastle 3½% Irredeemable	79½	4	8	1	—		
Nottingham 3% Irredeemable	70	4	5	8	—		
Stockton 5% 1946-66	104	4	16	2	4	15	3
Wolverhampton 5% 1946-56	104	4	16	2	4	14	2
English Railway Prior Charges.							
Gt. Western Rly. 4% Debenture	86½	4	12	6	—		
Gt. Western Rly. 5% Rent Charge	101½	4	18	6	—		
Gt. Western Rly. 5% Preference	58	8	4	0	—		
L. Mid. & Scot. Rly. 4% Debenture	79½	4	19	4	—		
L. Mid. & Scot. Rly. 4% Guaranteed	65½	5	16	9	—		
L. Mid. & Scot. Rly. 4% Preference	31⅛	11	18	9	—		
Southern Rly. 4% Debenture	83½	4	14	8	—		
Southern Rly. 5% Guaranteed	90½	5	9	1	—		
Southern Rly. 5% Preference	46	10	8	4	—		
*L. & N.E. Rly. 4% Debenture	73½	5	7	4	—		
*L. & N.E. Rly. 4% 1st Guaranteed	55½	6	19	2	—		
*L. & N.E. Rly. 4% 1st Preference	24	14	16	3	—		

*The Prior Charge Stocks of the L. & N.E. Rly. are no longer available for Trustees under the heading of either Strict Trustee or Chancery Stocks as no dividend has been paid on that Company's Ordinary Stocks for the past year.

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